

TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: January 4, 2005

SUBJECT: Approval of an Amended Public Safety Wireless Communication Services Agreement with the City of Bellevue

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I. **RECOMMENDED ACTION**

Authorize the Mayor to sign an amended interlocal agreement between the City of Redmond and the City of Bellevue for public safety wireless communication services.

II. **DEPARTMENT CONTACT PERSON**

Richard Radtke, Acting Fire Chief – (425) 556-2202  
Andy Hail, Deputy Chief – (425) 556-2221

III. **DESCRIPTION**

This amended interlocal agreement will replace an original agreement signed in October 2004 and will be separate, though complementary, to the current agreement for fire and emergency medical dispatch services. The purpose of an amended interlocal agreement is to satisfy the City of Bellevue's need for specific language related to the acquisition of equipment funded through a federal Homeland Security grant. This additional equipment will allow the City of Redmond to complete installation of wireless communications equipment for all of Redmond Fire Department's emergency response vehicles. The current agreement (October 2004) provides funding for the installation of equipment in 13 front-line emergency response vehicles. The federal Homeland Security grant will provide funding for the remaining 16 emergency vehicles. On page 3 of the amendment, language is added to the section titled "Intergovernmental Cooperation" that specifically outlines the City of Redmond's responsibilities related to the acquisition of equipment through the grant process. The City of Bellevue is identified as the lead agency for the grant award and is performing on behalf of the City of Redmond and other eastside fire service agencies.

IV. **BACKGROUND**

Beginning in the 1997 budget, the Fire Department established a line item in the Capital Investment Program for the purpose of obtaining mobile data terminals/computers for the fire department emergency vehicle fleet. At that time, the Eastside Communications Center (ECC), operated by the City of Bellevue Police Department, planned to implement a wireless communication system that would be integrated with the 800 MHz emergency radio communication system. Anticipated to be funded and implemented in late 1999, the plan was delayed indefinitely due to budgetary, technical, and logistical issues. Recognizing the potential

value of improved firefighter safety and operational efficiencies during response to emergency events, the City of Redmond carried the budgeted CIP dollars forward into succeeding budgets.

Currently, the City of Bellevue and the Eastside Regional Communications Center are moving forward with a Public Safety Wireless Communication Program that will integrate mobile data computers into the 800 MHz emergency communication system.

In September 2004, Redmond Fire was notified that an Urban Area Securities Initiative (UASI) grant was awarded to Zone One departments to assist with the purchase of mobile data computers. Redmond's share amounts to \$196,332, providing us the ability to equip all emergency vehicles in our fire fleet. The attached document titled, "Public Safety Wireless Implementation and Support Plan for the City of Redmond," that was developed for the Eastside Communications Center Consortium, summarizes the purpose and benefits of Redmond Fire Department's participation in this program.

V. **IMPACT**

- A. Service Delivery: Significant improvements to firefighter safety, operational efficiencies, and communication interoperability with other regional fire agencies will be realized.
- B. Fiscal: Redmond's share of the grant costs will total \$33,904 for capital equipment (grant funding received totals \$196,332). Part of those costs (\$12,714) will be offset with funding received from the independent Advanced Life Support program budget, so total capital expenditures from the Fire Department Capital Investment Program fund will be \$21,190. Additionally, annual operating expenses for each installed unit will be an estimated \$1,258 per year beginning in 2006. Funding for ongoing maintenance and operation of the system will be included in the 2007-2008 biennial budget.

VI. **ALTERNATIVES**

- A. The Council may choose to not approve the agreement, which would remove the City of Redmond as a participant in the Urban Area Securities Initiative grant that was awarded for the purpose of acquiring the mobile data computers. The department would still have the technology installed in all engines, aerial ladder truck, and command vehicles.
- B. The Council could suggest changes to the amended interlocal agreement for consideration by the City of Bellevue.

- VII. **TIME CONSTRAINTS** – The City of Bellevue staff is scheduling this interlocal agreement as an agenda item for review and potential approval by the City of Bellevue Council.

VIII. **LIST OF ATTACHMENTS**

Exhibit A: Interlocal Agreement between the City of Bellevue, Washington and the City of Redmond, Washington – Public Safety Wireless Mobile Communication Services

Exhibit B: Public Safety Wireless Implementation and Support Plan for the City of Redmond

/s/ Richard Radtke, Acting Fire Chief

Date: 12/17/2004

Approved for Council Agenda: /s/ Rosemarie Ives, Mayor

Date: 12/21/2004

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF BELLEVUE, WASHINGTON  
AND  
CITY OF REDMOND, WA**

This Agreement is made and entered into this 5<sup>th</sup> day of October between the City of Redmond, hereinafter "Redmond" and the City of Bellevue, hereinafter "Bellevue", both municipal corporation of the State of Washington, located in King County, Washington, with respect to the following facts:

WHEREAS, local jurisdictions have the power, authority and responsibility to provide public safety/emergency communication services within their respective boundaries; and

WHEREAS, local jurisdictions, as a result of this, have the power, authority and responsibility to provide public safety/emergency communication dispatching services; and

WHEREAS, Public Safety Wireless Mobile Communication Services are an effective and efficient method of providing such dispatch services; and

WHEREAS, Public Safety Wireless Mobile Communication Services are customarily the responsibility of the local jurisdiction wherein the service is located or needed; and

WHEREAS, Bellevue recognizes that there is a sizable population in the greater Eastside that would benefit from such services but due to various constraints the local jurisdictions are unable to provide such services; and

WHEREAS, many agencies lack technical staff that can support the new devices, network connections and software or find a great reluctance on the part of their IT staff to assume internal support for Public Safety Wireless Mobile Communication devices given the lack of access or knowledge they have to the central infrastructure in place in Bellevue; and

WHEREAS, Bellevue is committed to ensuring that the highest quality services are provided to this population and is dedicated to providing appropriate services; and

WHEREAS, Bellevue established and maintains a dispatch communications center to provide public safety/emergency communication dispatching services; and

WHEREAS, Bellevue is capable of providing dispatching service to the geographical area serviced by Redmond; and

WHEREAS, Redmond recognizes that the Bellevue's Communication Center ("COM Center") is highly qualified to provide Public Safety Wireless Mobile Communication Services that are consistent with and exceed established professional standards and levels of service in the State of Washington;

WHEREAS, both parties desire to enter into an agreement for the purpose of providing Public Safety Wireless Mobile Communication Services that are consistent with and exceed established professional standards and levels of service in the State of Washington;

WHEREAS, such an agreement as herein set forth are specifically authorized by the Interlocal Cooperation Act as set forth in Chapter 39.34 of the Revised Code of Washington; now therefore,

IN CONSIDERATION OF THE PROMISES AND AGREEMENTS HEREIN CONTAINED IT IS AGREED AS FOLLOWS:

PURPOSE OF THIS AGREEMENT:

This Agreement between Bellevue and Redmond expresses an understanding of the terms, conditions, and responsibilities of the parties for delivering public safety mobile wireless communication services.

The Bellevue Public Safety Wireless Mobile System includes applications for Bellevue Police and Fire Departments to directly access Computer Aided Dispatch (CAD) information and track field locations of public safety resources utilizing Global Positioning System (GPS) technology. It serves as a key tool for communications between the fire and police apparatus to the Communication Center and provides the means for a voiceless field resource status system for the Fire Department. This system is designed to provide enhanced accuracy, safety, and efficiencies in utilizing public safety resources.

As the current 800 MHz radio system is closely integrated into the new wireless system, participating in this wireless technology greatly reduces radio traffic, improves officer and firefighter safety, and increases efficiencies of the radio/dispatch system, which in turn will reduce workload for the dispatchers. As such, the Public Safety Wireless Mobile System is designed to maximize the utilization of resources and reduce waste through unnecessary duplication of resources. It enhances the ability of Bellevue to maintain control and oversight of the Bellevue communications network and all the

associated equipment, with input and oversight of Redmond. Redmond benefits by having a fully functional system without the associated responsibilities and costs of developing and maintaining such a system. Consequently, it will alleviate Redmond of the responsibility for maintaining network connections and contracts with separate vendors. All of these services will be provided by Bellevue.

#### PROVISION OF SERVICE:

Commencing \_\_\_\_\_ 200\_, and thereafter during the term of this Agreement, Bellevue will provide Public Safety Wireless Mobile Communication Services on behalf of Redmond. In rendering this service, Bellevue shall have sole discretion as to the staffing and equipment that will be used to provide the service and will be the judge of the most expeditious, efficient and effective manner in handling and responding for calls for service provided that the level of service is consistent with the above referenced established professional standards and levels of service in the State of Washington. Bellevue will be the administrative authority for operations conducted under this Services agreement.

Bellevue will provide a full service turn-key public safety wireless package to Redmond which includes startup/implementation, training, equipment, software licensing, and an ongoing service level agreement. Bellevue will be responsible for the operational aspects of this system including but not limited to monitoring and maintaining equipment, as well as, providing ongoing service in all areas thereby ensuring the consistency and continuity needed to provide the level of stability in the application that will be expected by users. Bellevue will provide qualified and trained personnel to implement and run the system and provide any appropriate training. It is the responsibility of Redmond to provide the appropriate personnel to be trained

#### INTERGOVERNMENTAL COOPERATION:

Each party agrees to cooperate in all practical and available ways with local, state, and federal government agencies so as to maximize utilization of grant funds, if any, for equipment and operations, and to enhance the effectiveness of operations and to minimize costs.

#### PUBLIC SAFETY WIRELESS IMPLEMENTATION AND SUPPORT PLAN:

In order to implement the Public Safety Wireless Communication Services, Bellevue has created a public safety wireless implementation and support plan (hereinafter referred to as the "Plan" attached as Exhibit\_), detailing the necessary equipment, appropriate timelines for implementation, a cost/fee schedule and any other requirements for the implementation and support of the system.

Bellevue will submit the Plan, which includes the fee schedule, to Redmond for approval. Within 30 days of its submission, Redmond will either accept or reject the Plan. If rejected, the parties will have 30 days to reach a mutually agreeable plan or else this Agreement will be terminated. If the Plan is accepted, the Plan will contain the details which will effectuate this Agreement. The parties will work together to achieve mutual goals for the provision of Public Safety Wireless Communication Services as outlined in the Plan. The Plan may be modified and changed by written agreement of the parties.

The Police Chief of the Bellevue Police Department or designee has the authority to establish fees, develop, negotiate and administer the Plan on behalf of Bellevue. Prior to any fee changes being implemented, Redmond will be given notice and the opportunity to negotiate the change. If the parties are unable to reach a resolution with respect to the fees, Redmond has the right to terminate this agreement. In addition to administering the Plan, the Fire Chief for Redmond or designee shall have the authority to negotiate on behalf of and bind Redmond, subject to the requirements imposed by Redmond's governing body.

#### STAFFING:

The Bellevue Communications Center is an entity of Bellevue and Bellevue Information technology(ITD) staff and Bellevue Communication Center staff are employees of Bellevue and not Redmond. Redmond has no direct control over the employees of the COM Center or ITD other than by official written agreement.

#### FORCE MAJEURE:

Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

#### ADDITIONAL CUSTOMERS:

Bellevue shall be permitted to add additional customers to the Bellevue Public Safety Wireless Mobile System; provided however, Bellevue must maintain the same service levels for its existing customers.

#### PAYMENT:

Redmond will be billed, at the rates set forth in Fee Schedule located in the Implementation and Support Plan, on an annual basis for the services, and payment of such fees will be due within time frame specified in the Plan.

There will be one consistent price per unit that includes capital as well as service costs. System costs, including support personnel costs, will be factored into the fee schedule contained in the Plan.

#### PROPERTY OWNERSHIP:

Except as otherwise provided for in this Agreement, all property acquired by Bellevue to carry out the requirements of this Agreement and any other associated duties, shall remain the property of Bellevue. To allow for the ease of monitoring and standardization, Bellevue retains all rights to any centralized computer hardware, software, telecommunications or other equipment used to provide the Services. Centralized management significantly decreases challenges in coordination and communication and greatly enhances the ability to identify patterns in user errors or real hardware/software problems.

Unless otherwise designated, Redmond will own their equipment. However, they shall replace this equipment in accordance with the schedule designated in the Plan. If Redmond elects not to replace the equipment as required, Redmond may request that Bellevue replace the equipment and bill Redmond for any costs associated with the replacement. In the alternative, Redmond may terminate this contract and service.

#### MUTUAL INDEMNIFICATION:

Each party will indemnify, defend, and hold the other party (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) party's breach of any obligations, representations, or warranties under the Agreement, (b) party's outside business activities, (c) any negligent act or omission of the party, or (d) the infringement or misappropriation by party of any foreign or United States patent, copyright, trade secret, or other proprietary right in results. For this purpose, each party, by mutual negotiation, hereby waives, as respect

to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the offending party.

NOTIFICATIONS: Written notice to City of Bellevue shall be made to:

City Manager  
City of Bellevue  
P.O. Box 90012  
Bellevue, Washington 98009-9012

Written notice to The City of Redmond shall be made to:

Mayor  
City of Redmond  
8450 161<sup>st</sup> Ave NE  
Redmond, WA 98052

AMENDMENTS: This Agreement constitutes the final and completely integrated agreement between parties concerning its subject matter and it may be signed in counterparts without affecting the validity of this provision. No modification of this agreement is valid unless in writing and signed by both parties. Either party may request modifications in the scope of permissible activities, terms, or conditions of this Interlocal Agreement. Proposed modifications which are mutually agreed upon shall be incorporated by written amendment to this Interlocal Agreement. Should any provision of this agreement be deemed invalid, the remaining provisions shall remain in full force and effect.

EFFECTIVE DATE: This Interlocal Agreement will become effective \_\_\_\_\_, 2004.

TERMINATION: Either party may terminate this agreement upon 90 days written notice. Upon termination, Redmond will own its equipment. Bellevue shall retain ownership of any centralized computer hardware, software, telecommunications or other equipment used to provide the Services. This Interlocal Agreement will remain in effect until terminated as provided herein. This Interlocal Agreement may be renewed by the parties by a writing executed prior to the termination date.



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Steve Sarkozy  
City Manager

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Rosemarie Ives, Mayor  
City of Redmond

Approved as to Form:

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Jerome Roaché  
Assistant City Attorney

**PUBLIC SAFETY WIRELESS IMPLEMENTATION  
AND SUPPORT PLAN  
FOR CITY OF REDMOND**

The Bellevue Public Safety Wireless Mobile System includes applications for the City of Bellevue (Bellevue) Police and Fire Departments to directly access Computer Aided Dispatch (CAD) information and track field locations of public safety resources utilizing Global Positioning System (GPS) technology. It serves as a key tool for communications between the police and fire apparatus to the Bellevue Communication Center and provides the means for a voiceless field resource status system for the Fire Department. This system is designed to provide enhanced accuracy, safety, and efficiencies in utilizing public safety resources.

As the current 800 MHz radio system is closely integrated into the new wireless system, participating in this wireless technology greatly reduces radio traffic, improves officer and firefighter safety, and increases efficiencies of the radio/dispatch system, which in turn will reduce workload for the dispatchers. As such the Public Safety Wireless Mobile System is designed to maximize the utilization of resources and reduce waste through unnecessary duplication of resources. It will enhance the ability of Bellevue to maintain control and oversight of the Bellevue communications network and all the associated equipment. City of Redmond will benefit by having a fully functional system, without the associated responsibilities and costs of developing and maintaining such a system. Consequently, City of Redmond will be alleviated of the responsibility for maintaining network connections and contracts with separate vendors. All of these services are provided by the City of Bellevue.

The City Bellevue will provide a full service turn-key public safety wireless package to City of Redmond. This will include startup/implementation, training, equipment, software licensing, and an ongoing service level agreement.

Bellevue would be responsible for the operational aspects of this system including but not limited to monitoring and maintaining equipment, as well as providing ongoing service in all areas thereby ensuring the consistency and continuity needed to provide the level of stability in the application that will be expected by users.

To allow for the ease of monitoring and standardization, the City retains all rights to the Services and any computer hardware, software, telecommunications or other equipment used to provide the Services. Centralized management significantly decreases challenges in coordination and communication and greatly enhances the ability to identify patterns in user errors or real hardware/software problems.

City of Redmond will own their equipment. However, they shall replace this equipment in accordance with the schedule designated in this Implementation and Support document. If City of Redmond elects not to replace the equipment as required, City of

Redmond may request that Bellevue replace the equipment and bill City of Redmond for any costs associated with the replacement. In the alternative, City of Redmond may terminate this contract and service.

The City will provide qualified and trained personnel to implement and run the system and provide any appropriate training. It shall be the responsibility of each Bellevue Communications Center Customer to provide the appropriate personnel to be trained.

#### A. Statement of Work

1. Contract
  - a. City of Bellevue writes Interlocal Agreement and Implementation Support Plan.
  - b. City of Bellevue creates Engineering Change Order with ARINC, project integrator.
  - c. Each Agency return signed copy of Interlocal Agreement and Implementation Support Plan.
  - d. City of Bellevue City Council approval.
2. Equipment
  - a. City of Redmond will define apparatus. Provide model, make, year and asset information on each vehicle.
  - b. ARINC performs Vehicle Survey.
  - c. ARINC orders equipment.
  - d. ARINC to review all apparatus for appropriate mounting solutions.
  - e. Agency to agree to final mounting solution.
  - f. ARINC orders mounting equipment.
  - g. The equipment shall be replaced at least every four years unless otherwise agreed to in writing by the parties.
3. Installation
  - a. All installs will be done at the City of Bellevue Radio Shop.
  - b. ARINC will coordinate with Agency and provide installation schedule.
  - c. EVAC will install mobile equipment to include computer, monitor, keyboard, modem, antennas, and mounting equipment.
4. Business Process
  - a. City of Redmond is to define and alter Standard Operating Procedures as appropriate.
  - b. All operational dispatch issues will be determined via the Bellevue Communications Center Radio Procedures.
5. Wireless Coverage
  - a. City of Redmond is responsible for individual contracts with the City of Bellevue's current wireless provider for GPRS wireless coverage. At the time of this agreement, that provider is AT&T. The City of Bellevue contact with AT&T is Bruce Johnston 510-220-8030 or [bruce.johnston@attws.com](mailto:bruce.johnston@attws.com)

- b. Each agency must work with the provider to define geographical areas that are covered.
- c. City of Bellevue will meet with City of Redmond to design and set up 802.11 connectivity for Agency and how connection will be made back to the City of Bellevue.

#### 6. Testing

- a. Post-installation testing for each vehicle.
- b. 10 day stability testing for each site.

#### 7. Support

- a. City of Redmond will identify a Fire Department contact who will be the first person contacted by the end user in City of Redmond should an issue occur.
- b. City of Redmond contact will resolve all training issues and any other first-line troubleshooting issue as possible.
- c. City of Redmond contact person will forward any troubleshooting issues to the City of Bellevue Information Technology Department (ITD) help desk. The issues may include but will not be limited to:
  - i. WLAN outages
  - ii. Network outages
  - iii. Equipment problems
  - iv. Application issues
- d. ITD Help Desk will troubleshoot the problem and forward to appropriate division for resolution. This division may be another division of ITD or may be forwarded to a vendor for resolution. The City of Bellevue will provide an immediate response if the entire system fails or is down. Since equipment varies, depending of the nature of the failure, the City of Bellevue will respond within 24 hours as to the estimated amount of time it will take to repair the problem. If the failure is a minor failure and the system is functional, the City of Bellevue will attempt to remedy the problem within four business days and if not remedied, will work continuously towards a solution until the problem has been resolved.

#### 8. Final Acceptance

- a. Final Acceptance will be determined by successful completion of the 10 day stability testing. During that 10 day period, the system must function as it's intended with no major (system-wide) issue. System-wide failures that cannot be corrected in a reasonable amount of time will result in restarting the 10 day test period.

## B. City of Redmond Wireless Schedule

Interlocal Agreement	September, 2004
Money due to COB	October, 2004
Vehicle Survey	October, 2004
Determine Mounting Solution	October, 2004
Order MDC Equipment	October, 2004
Order Mounting Equipment	December, 2004
Install Equipment	February, 2005
10 Day Stability Testing	April, 2005
Final Go-Live	April, 2005

*A project schedule will be developed once the Interlocal Agreement has been signed which will reflect the above timelines. Exact dates will be given at that time.*

## C. Payment Fee Schedule

1. The City will invoice City of Redmond 10 days from signing of the Interlocal Agreement.
2. All payments are due within 30 days of the date of invoice.
3. Equipment will be ordered upon signing of the Interlocal agreement.
4. There will be an ongoing M&O fee which covers the cost of Hardware Maintenance, Software Maintenance, and the City of Bellevue support of the system. This cost is \$1,210.00 per MDC and is included for the first year in the initial billing.
5. There is an annual \$640.00 charge per year to cover the ongoing network and server support for the WLAN site. The first year cost is included in the table below.
6. The annual ongoing M & O fee and network support fee for the WLAN site will be billed on the implementation anniversary date. If payment is not received within 90 days of the date of invoice, the City of Bellevue will charge the maximum amount of interest allowable by law on any overdue amount.

D. Equipment List (UASI II Grant Funded)

<b>Redmond</b>	<b>#</b>	<b>Year and Make of Apparatus</b>	<b>App. #</b>	<b>Cost</b>	<b>Redmond Cost</b>
<b>Aid Cars</b>	1	2000 Navistar		\$12,291	\$2,119
	1	2000 Navistar		\$12,291	\$2,119
	1	2003 Ford E450		\$12,291	\$2,119
	1	2003 Ford E450		\$12,291	\$2,119
	1	2003 Ford E350		\$12,291	\$2,119
	1	2003 Ford E350		\$12,291	\$2,119
	1	2003 Ford E350		\$12,291	\$2,119
	1			\$12,291	\$2,119
	1			\$12,291	\$2,119
	1			\$12,291	\$2,119
	1			\$12,291	\$2,119
<b>Command</b>	1	2002 Chev Surburban		\$12,210	\$2,119
	1	2001 Chev Surburban		\$12,210	\$2,119
	1	1998 Chev Surburban		\$12,210	\$2,119
	1			\$12,210	\$2,119
<b>Total</b>	16			<b>\$196,332</b>	<b>\$33,904</b>

\*Current Costs and are subject to change depending on final mounting solutions and timeliness of order.

The MDC's will be purchased through the UASI II Grant. The cost of installation, the first year hardware and software maintenance, and COB support and maintenance is \$2,119 per MDC. This is not included in the grant.

Equipment List (Non-Grant Funded)

<b>Redmond</b>	<b>#</b>	<b>Year and Make of Apparatus</b>	<b>App. #</b>	<b>Cost</b>
<b>Engines</b>	1	1991 Seagrave		\$14,328
	1	1991 Seagrave		\$14,328
	1	1994 E-On		\$14,328
	1	1996 Darley		\$14,328
	1	1996 Darley		\$14,328
	1	2001 Pierce		\$14,328
	1	2001 Pierce		\$14,328
<b>Command</b>	1	1992 Chev Suburban		\$14,328
	1	2001 Chev Blazer		\$14,328
	1	2001 Chev Blazer		\$14,328
	1	2003 Chev Trailblazer		\$14,328
	1	2000 Chev Impala		\$14,328
<b>Ladder Truck</b>	1	1988 Seagrave		\$14,328
<b>Subtotal</b>	13			\$186,264
<b>WLAN Site</b>	1	8450 161 <sup>st</sup> Ave NE		\$10,453
<b>Redmond to COB Connectivity</b>				\$4,800
<b>Network Support</b>				\$640
<b>Training</b>				\$675
<b>Total</b>				\$202,832

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Jim Montgomery  
Police Chief  
City of Bellevue

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Rosemarie Ives, Mayor  
City of Redmond